



THE FIRST NATIONAL BANK OF BOSTON

DOROTHY A. E. NELSON
Assistant Vice President

No. *100-100*

Date *DEC 28 1978*

December 26, 1978

Fee \$/6

ICC Washington, D. C.

RECORDATION NO. *1532-B* Filed 1425

Secretary of Interstate Commerce Commission
Washington
District of Columbia

DEC 28 1978 - 8 22 PM
INTERSTATE COMMERCE COMMISSION

Dear Sir:

We enclose for recording with your office the following:

Original and three executed counterparts of a Confirmatory Assignment and Assignment between the following parties:

Assignor: The Commonwealth Plan, Inc.
2655 Campus Drive
San Mateo, California 94403

Assignee: The First National Bank of Boston
100 Federal Street
Boston, Massachusetts 02110

The enclosed document assigns all of the Assignor's rights and claims in, to, and under the Railroad Equipment Leasing Agreement dated as of February 17, 1972, as amended by the terms of "Agreement F," which is being forwarded for recording under separate cover. Please assign a successive recordation number to that of "Agreement F."

When recorded, please return two counterparts of the document, with evidence of recording endorsed thereon. Our check in the amount of \$10.00 is enclosed to cover the recording fee.

Very truly yours,

R. G. Lick

Enclosures

CONFIRMATORY ASSIGNMENT and ASSIGNMENT DEC 28 1978 - 3 30 PM

INTERSTATE COMMERCE COMMISSION

The undersigned entered into a loan agreement dated February 17, 1972, with The First National Bank of Boston (herein called "the Bank") in connection with property acquired and/or to be acquired by the undersigned and leased by the undersigned to Evergreen Freight Car Corporation (herein called "EFCC") as lessee under a leasing agreement between the undersigned and EFCC dated February 17, 1972. In connection with said loan agreement the undersigned, EFCC and Southern Pacific Transportation Company (herein called "SPT") have entered into an agreement entitled, and herein referred to as, "Agreement F", dated as of July 1, 1978, contemplating the substitution of SPT for EFCC as the lessee under said leasing agreement and also contemplating that SPT shall have, from and after July 1, 1978, various liabilities, obligations and duties to the undersigned under the said leasing agreement and/or Agreement F.

As contemplated in said loan agreement the undersigned, for value received, hereby assigns, transfers and sets over to the Bank any and all rents, renewal rents, fixed charges, mileage charges and other claims and rights to moneys due or to become due, together with any and all other rights of every kind and description of the undersigned under or arising out of the aforesaid leasing agreement as from time to time amended and/or under the aforesaid Agreement F (whether the said rents, renewal rents, fixed charges, mileage charges and other claims and rights to moneys due or to become due, are due or to become due from EFCC, or SPT, or SPT in substitution for EFCC, and whether or not such other rights and claims are at any time owing by or otherwise arising in respect of EFCC, or SPT, or SPT in substitution for EFCC) and any individual leases thereunder heretofore or hereafter entered into between the undersigned and EFCC, or SPT, or between the undersigned and EFCC followed by substitution of SPT for EFCC, excepting only title to or ownership of the property covered by said leases, as security for the undersigned's indebtedness and liability to the Bank under said loan agreement; it being understood, however, that the Bank does not by this assignment or otherwise assume any of the duties or obligations of the undersigned under said leasing agreement and shall not be responsible in any way for the performance by the undersigned of any of the covenants, terms or conditions thereof.

IN WITNESS WHEREOF the undersigned has duly executed this assignment this 16th day of October, 1978.

THE COMMONWEALTH PLAN, INC.

By Edward E. Quinn

Attest:

N. P. Quinn

Pres

STATE OF MASSACHUSETTS) ss
COUNTY OF SUFFOLK)

On this 16th day of October, 1978, before me personally appeared Bernard Goldman, President of The Commonwealth Plan, Inc., known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.


Notary Public

GERARD J. MARCHESI, Notary Public

My Commission Expires 12-31-80